

FILED

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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY

5 A NEW WAY OF LIFE REENTRY PROJECT  
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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

15 JOHN DOE  
16 individually and on behalf of the  
putative classes.

18 Plaintiff

10 | VS.

20 RYDER SYSTEM, INC., a Florida corporation, and DOES 1-10 inclusive

22 Defendants.

Case No.

**CLASS ACTION COMPLAINT  
FOR VIOLATIONS OF THE FAIR  
CREDIT REPORTING ACT, 15  
U.S.C. § 1681 *et seq.***

## JURY TRIAL DEMANDED

1 Plaintiff JOHN DOE ("Plaintiff"), on behalf of himself and all similarly  
 2 situated individuals, complains and alleges against Defendant RYDER SYSTEMS,  
 3 INC. ("Ryder") as follows:

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5

### **NATURE OF THE ACTION**

6 1. Ninety-two percent of all employers, including Ryder, routinely obtain  
 7 consumer reports on prospective and existing employees. Employers, including  
 8 Ryder, frequently rely on such information as a basis for adverse employment  
 9 action, e.g., denial of employment.<sup>1</sup>

10 2. Background check companies, or consumer reporting agencies,  
 11 provide consumer reports based on criminal history data maintained in their own  
 12 proprietary databases. These companies compile information from various sources  
 13 including state and federal criminal record repositories.

14 3. Many large-scale employers, including Ryder, rely on consumer  
 15 reporting agencies to determine job applicants' eligibility for employment. This  
 16 determination is made without the employer independently reviewing the  
 17 applicant's consumer report, and without providing the employee with an  
 18 opportunity to dispute the information contained therein.

19 4. Plaintiff was conditionally hired by Ryder as a truck driver pending,  
 20 *inter alia*, a successful background check.

21 5. He was subsequently rejected from employment based solely on a  
 22 consumer reporting agency's notation that the criminal background information

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 28  
 ' EEOC Enforcement Guidance, *Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964, as amended*, 42 U.S.C. §2000 et seq. (April 25, 2012), p. 6 ([http://www.eeoc.gov/laws/guidance/upload/arrest\\_conviction.pdf](http://www.eeoc.gov/laws/guidance/upload/arrest_conviction.pdf) (last visited May 31, 2012)).

1 contained in Plaintiff's background check report fell outside of "pre-determined  
2 criteria."

3       6. The actual criminal history information that formed the basis for the  
4 conclusion that Plaintiff fell "outside of pre-determined criteria" was a six-year-old  
5 conviction for violating an ordinance relating to operating a business without a  
6 license.

7       7. The actual criminal history information was never provided to Ryder  
8 by the consumer reporting agency. Nor was it provided to Plaintiff.

9       8. Plaintiff was never provided with any pre-adverse action notice from  
10 Ryder. Instead, he found out that Ryder had decided not to employ him only after  
11 he initiated a phone call to Ryder's human resource department after a long period  
12 of silence following the conditional offer.

13       9. The Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq.*,  
14 imposes certain duties on users of consumer reports, including employers.

15       10. Under 15 U.S.C. § 1681b(b)(3)(A), **before** taking any adverse  
16 employment action based in whole or in part on a consumer report, the employer  
17 must provide to the job applicant:

- 18           a. a copy of the consumer report; and
- 19           b. a description in writing of the rights of the consumer under the  
20           FCRA.

21       11. After an adverse action occurs, the consumer job applicant must  
22 receive a second notice, mandated by 15 U.S.C. § 1681m(a). (Hereafter, Plaintiff  
23 will refer to the first of those notices as the "pre-adverse action notice," and the  
24 second as the "adverse action notice.")

25       12. The reasons for the pre-adverse action notice requirement in  
26 employment situations are to alert the job applicant that he is about to be rejected  
27 based on the content of a report, and to give him an opportunity to challenge the  
28

1 accuracy or relevancy of the information with the credit reporting agency or the  
 2 employer before the job prospect is lost.

3       13. Congress recognizes that these rights are extremely important to the  
 4 consumer and help “to insure that consumer reporting agencies exercise their *grave*  
 5 *responsibilities* with fairness, impartiality, and a respect for the consumer’s right to  
 6 privacy.” 15 U.S.C. §1681(a)(4) (emphasis added).

7       14. The pre-adverse action notice requirement is unqualified. “Employers  
 8 must comply with the pre-adverse action disclosure requirement even where the  
 9 information contained in the consumer report (such as a criminal record) would  
 10 automatically disqualify the individual from employment or lead to an adverse  
 11 employment action.” FTC, *40 years of Experience with the Fair Credit Reporting*  
 12 *Act* (July 2011) p. 53.

13       15. This requirement makes sense because even where the applicant was  
 14 justly denied employment, he would be informed that his criminal history was a  
 15 factor in the employer’s adverse employment decision, and would be motivated to  
 16 seek various state remedies to expunge his criminal records. In California, this is  
 17 called a dismissal pursuant to Penal Code § 1203.4.

18       16. To ensure knowing compliance with FCRA, Congress further requires  
 19 that before any consumer reporting agency may provide consumer reports on an  
 20 applicant, the reporting agency must have obtained a certification from the  
 21 employer that it will comply with 15 U.S.C. § 1681b(b)(3) by providing the  
 22 consumer with a pre-adverse action notice whenever the employer decides to take  
 23 adverse action based in whole or in part on the consumer report. 15 U.S.C.  
 24 §1681b(b)(1)(A).

25       17. Ryder knowingly, voluntarily, and with the assistance of its counsel,  
 26 executed a certification providing that it would comply with various provisions of  
 27 the FCRA, including providing a pre-adverse and adverse action notice, whenever  
 28

adverse action was contemplated or taken based in whole or in part on information contained in a consumer report.

18. Despite its certification, Ryder knowingly violated 15 U.S.C. § 1681b(b)(3) and 15 U.S.C. § 1681m(a) by failing to provide its job applicants and employees with pre-adverse action and adverse action notices.

19. Based on these violations, Plaintiff asserts FCRA claims against Ryder on behalf of himself and those similarly situated for Ryder's intentional failure to provide the notices as described above.

## **JURISDICTION AND VENUE**

20. Jurisdiction of this Court arises under 15 U.S.C. § 1681p and 28 U.S.C. § 1331.

21. Venue lies properly in this district pursuant to 28 U.S.C. § 1391(b)(2). Plaintiff resides in this district, the wrongs alleged herein occurred in this district, and Defendant regularly conducts business in this district.

## THE PARTIES

22. Plaintiff JOHN DOE is, and at all times relevant hereto was, an individual over the age of 18 and a resident of Los Angeles County, California.

23. Plaintiff is a consumer as defined by 15 U.S.C. § 1681a(c) because he is an individual.

24. Defendant RYDER SYSTEMS, INC. is a Florida corporation that conducts business throughout the United States, including in Los Angeles County, California. Ryder has its headquarters and principal place of business in Miami, Florida.

25. At all times pertinent hereto, Ryder was a user of consumer reports and is subject to regulation under 15 U.S.C. § 1681b.

## **FACTUAL ALLEGATIONS**

26. In 2005, Plaintiff was convicted of a misdemeanor violation of Torrance Municipal Code, Division 3, Chapter 1, Article 3, section 31.3.1, "Carrying on Business Without a License," because he was hired by an unlicensed contractor to paint address numbers on a street curb.

27. Six years later, on or about April 28, 2011, Plaintiff applied for work as a truck driver with Ryder. He was interviewed in person and contingently hired the following day pending the successful completion of a background check, a DOT pre-employment physical, a road test, and a post-offer drug screening test.

28. Plaintiff successfully completed and/or passed all conditions except the background check.

29. On or about April 29, 2011, Ryder sent a request for a background check on Plaintiff to American Background Information Services (“ABI”).

30. On or about May 12, 2011, Ryder received a two-page summary report entitled "Risk Score Report" from ABI characterizing the results of Plaintiff's background ground screening as: "Yellow – Information returned regarding the above referenced applicant falls outside the predetermined criteria." "Reason: Criminal." A copy of the summary adjudication is attached as Exhibit 1.

31. Relying solely on this information, Ryder determined that Plaintiff had “FAILED CRIMINAL.” (See Exhibit 2). Accordingly, Ryder noted that Plaintiff had not met all of his required conditions for employment and denied him employment based on the information contained in the consumer report.

32. Ryder did not issue a notice to Plaintiff either prior to or following the adverse action.

33. Plaintiff never received a pre-adverse action or adverse action notice from Ryder.

34. Plaintiff never received a copy of his background check report from Ryder.

1       35. Because Ryder did not provide Plaintiff with a copy of the consumer  
 2 report that it relied upon, and did not provide Plaintiff with an explanation for its  
 3 decision to deny employment, Plaintiff did not know why he was denied  
 4 employment until October 24, 2011—almost five months following his denial of  
 5 employment. At that time, Plaintiff learned that the basis for the denial was his  
 6 conviction for operating a business without a license.

7       36. Plaintiff was deprived of any opportunity to review the information in  
 8 the consumer report and discuss it with his employer before Ryder made the  
 9 decision not to hire him.

10      37. During the relevant period, ABI provided, and continues to provide,  
 11 consumer reports to Ryder under a service agreement. Under the service  
 12 agreement, Ryder certified to ABI that it would comply with the FCRA, including  
 13 provisions specifically and directly relating to its duty to provide pre-adverse action  
 14 and adverse action notices to its job applicants and employees.

15      38. Ryder knowingly, voluntarily, and with the assistance of its counsel  
 16 signed the service agreement including the above-mentioned certification.

17      39. Therefore, Ryder is well-aware of its obligations to provide pre-  
 18 adverse action and adverse action notices to its job applicants and employees  
 19 whenever it decides to take adverse action. Nevertheless, Ryder neither directly  
 20 provides such notices nor contracts with ABI to do so.

21      40. Among its service offerings, ABI provides a service called  
 22 “Compliance Fulfillment,” which purports to assist the employer in complying with  
 23 the FCRA by automatically generating and mailing pre-adverse action and adverse  
 24 action notices to the consumer along with a copy of the consumer report under the  
 25 employer’s letterhead whenever there has been an adverse adjudication by ABI  
 26 based on the pre-determined criteria supplied by Ryder. *See*  
 27 <http://www.americanbackground.com/vaddedservices.aspx?tab=2> (last visited on  
 28 May 28, 2012).

1       41. Consumer reporting agencies routinely provide a similar service and  
2 many employers purchase it. Ryder could have easily and cost-effectively  
3 complied with the mandates of the FCRA by purchasing this service, but failed to  
4 do so.

5       42.   Ryder knew or had reason to know that its conduct was inconsistent  
6 with published Federal Trade Commission (“FTC”) guidance interpreting the  
7 FCRA and the plain language of the statute.

## **CLASS ACTION ALLEGATIONS**

9       43. Ryder's practices and procedures described herein affected and  
10 continue to affect Plaintiff and other consumers who have been subject to an  
11 adverse employment action on the basis of information in consumer reports.

12 44. Plaintiff asserts his claims in Counts 1 and 2 on behalf of a Putative  
13 Class defined as follows:

14 All natural persons residing in the United States who, within five years  
15 from the filing of this action, were the subject of a consumer report  
16 prepared at the request of Ryder for employment purposes and who  
were subject to an adverse employment action based on that report.

17       45. Numerosity: The Class is so numerous that joinder of all members is  
18 impracticable. Ryder regularly obtains and uses information in consumer reports to  
19 conduct background checks on prospective employees and existing employees, and  
20 frequently relies on such information, in whole or in part, as a basis for adverse  
21 employment action. Plaintiff is informed and believes that, during the relevant time  
22 period, Ryder failed to provide a pre-adverse action or adverse action notice to  
23 thousands of employees and prospective employees. The numerosity of the  
24 proposed class satisfies the definition of the Putative class.

25        46. Commonality: There are questions of law and fact common to the  
26 Class that predominate over any questions affecting only individual Class  
27 Members. Those questions include:

- (a) whether Ryder violated 15 U.S.C. § 1681b(b)(3)(A) by failing to provide pre-adverse action notice to consumers before taking adverse action in whole or in part based on a consumer report;
- (b) whether Ryder violated 15 U.S.C. §1681m(a) by failing to provide adverse-action notice to consumers after taking adverse action in whole or in part based on a consumer report; and
- (c) whether Ryder's violations were willful.

8       47. Typicality: Plaintiff's claims are typical of the claims of the Class,  
9 which all arise from the same operative facts and are based on the same legal  
10 theories. Ryder typically uses consumer reports to conduct background checks on  
11 employees and prospective employees. Ryder typically contingently hires these  
12 employees prior to conducting background checks, and only orders background  
13 checks after it has been determined that employees are qualified for the position.  
14 Ryder routinely takes adverse action based in whole or in part on consumer reports,  
15 and denies employment to consumers who do not receive a "green" adjudication.  
16 Finally, Ryder typically does not provide pre-adverse action and adverse action  
17 notices to these consumers prior to or following the taking of adverse action,  
18 respectively. The FCRA violations suffered by Plaintiff are typical of those  
19 suffered by other Putative Class members, and Ryder treated Plaintiff consistently  
20 with other Putative Class members in accordance with its standard policies and  
21 practices.

22       48. Plaintiff will fairly and adequately protect the interests of the Class.  
23 Plaintiff is committed to vigorously litigating this matter and has no conflict with  
24 the Class. Plaintiff has secured counsel experienced in handling civil rights and  
25 consumer class actions.

26 49. This action should be maintained as a class action pursuant to Rule  
27 23(b)(3) because the questions of law and fact common to Class Members  
28 predominate over any questions affecting only individual Class members, and a

1 class action is a superior method for the fair and efficient adjudication of this  
2 controversy. The interest of Class Members in individually controlling the  
3 prosecution of separate claims against Ryder is small. Management of the Class  
4 claims will avoid inconsistent judgments and result in a more efficient use of  
5 judicial resources than resolving these same issues in many individual cases.

6 50. Ryder, solely or in combination with ABI, maintains records based on  
7 which all class members can be identified. These records also contain address  
8 information. Upon certification, Plaintiffs will send class notice via first class mail  
9 to all members of the class, such notices to be mailed to class members' last known  
10 address as determined by comparing Ryder's information with the National Change  
11 of Address database.

12

13 **FIRST CAUSE OF ACTION**

14 **Violation of the Fair Credit Reporting Act**  
15 **15 U.S.C. §§ 1681b(b)(3)(A)**  
16 **(on behalf of Plaintiff and the Class)**

17 51. Plaintiff realleges and incorporates each of the foregoing paragraphs as  
18 though fully set forth herein.

19 52. Ryder used a "consumer report," as defined by the FCRA, to take  
20 adverse employment action against Plaintiff and other members of the Putative  
21 Class.

22 53. Ryder violated the FCRA by failing to provide Plaintiff and other  
23 Putative Class members, prior to taking adverse action, with notice that adverse  
24 action would be taken in whole or in part based on a consumer report, along with a  
25 copy of the consumer report and a compliant description in writing of the rights of  
26 the consumer.

27 54. The foregoing violations were willful. Ryder acted in deliberate or  
28 reckless disregard of its obligations and the rights of Plaintiff and other Class

1 members under 15 U.S.C. § 1681b(b)(3)(A). The willfulness of Ryder's conduct is  
2 reflected by, among other things, the following facts:

- 3 a. Based on the plain language of the statute, legal advice provided by its own  
4 general counsel or outside employment counsel, and published FTC  
5 guidance, Ryder knew or should have known that its failure to provide pre-  
6 adverse action notice was unlawful.;
- 7 b. Moreover, based on the certification executed and memorialized by ABI  
8 and itself, Ryder explicitly acknowledged that it has the duty to provide a  
9 pre-adverse action notice as specified under the FCRA;
- 10 c. Ryder could have complied with the statutory duty to provide a pre-adverse  
11 action notice either by sending the notice directly to the affected consumer  
12 job applicant, or by contracting with ABI to do so on its behalf;
- 13 d. Despite the clear notice of the law, full ability to comply, and ample  
14 opportunity, Ryder failed to adopt any measure which would have provided  
15 the required notice to Plaintiff and the Class.

16 55. Plaintiff and the Putative Class are entitled to statutory damages of not  
17 less than \$100 and not more than \$1,000 for each and every one of these violations,  
18 pursuant to 15 U.S.C. §1681n(a)(1)(A).

19 56. Plaintiff and the Putative Class are further entitled to recover their  
20 costs and attorney's fees, pursuant to 15 U.S.C. § 1681n(a)(3).

21  
22 **SECOND CAUSE OF ACTION**  
23 **Violation of the Fair Credit Reporting Act**  
24 **15 U.S.C. § 1681m(a)**  
25 **(on behalf of Plaintiff and the Class)**

26 57. Plaintiff realleges and incorporates each of the foregoing paragraphs as  
27 though fully set forth herein.  
28

1       58. Ryder used a “consumer report,” as defined by the FCRA, to take  
 2 adverse employment action against Plaintiff and other members of the Putative  
 3 Class.

4       59. Ryder violated the FCRA by failing to provide Plaintiff and other  
 5 Putative Class members with notice to the consumer that an adverse action had  
 6 been taken in whole or in part based on a consumer report.

7       60. The foregoing violations were willful. Ryder acted in deliberate or  
 8 reckless disregard of its obligations and the rights of Plaintiff and other Class  
 9 members under 15 U.S.C. § 1681m(a). Ryder’s willful conduct is reflected by,  
 10 among other things, the following facts:

- 11       a. Based on the plain language of the statute, legal advice provided by its own  
 12 general counsel or outside employment counsel, and published FTC  
 13 guidance, Ryder knew or should have known that its failure to provide  
 14 adverse action notice was unlawful.;
- 15       b. Moreover, based on the certification executed and memorialized by ABI  
 16 and itself, Ryder explicitly acknowledged that it has the duty to provide  
 17 adverse action notice as specified under the FCRA;
- 18       c. Ryder could have complied with the statutory duty to provide an adverse  
 19 action notice either by sending the notice directly to the affected consumer  
 20 job applicant or by contracting with ABI to do so on its behalf;
- 21       d. Despite the clear notice of the law, full ability to comply, and ample  
 22 opportunity, Ryder failed to adopt any measure which would have provided  
 23 the required notice to Plaintiff and the Class.

24       61. Plaintiff and the Putative Class are entitled to statutory damages of not  
 25 less than \$100 and not more than \$1,000 for each and every one of these violations,  
 26 pursuant to 15 U.S.C. § 1681n(a)(1)(A).

27       62. Plaintiff and the Putative Class are further entitled to recover their  
 28 costs and attorney’s fees, pursuant to 15 U.S.C. § 1681n(a)(3).

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment in favor of himself and the proposed Classes:

1. That an order be entered certifying the proposed Class under Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiff and his counsel to represent the Class;

2. That judgment be entered against Ryder and in favor of Plaintiff and Class members for statutory damages in the amount of not less than \$100 and not more than \$1,000 per violation per Class member, pursuant to 15 U.S.C. § 1681n(a);

3. That judgment be entered against Ryder for punitive damages pursuant to 15 U.S.C. § 1681n(a)(2);

4. That the Court award costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1681n and § 1681o; and

5. That the Court grant such other and further relief as may be just and proper.

DATED: July 1, 2012

By: THE LAW OFFICES OF DEVIN H. FOK  
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A NEW WAY OF LIFE REENTRY  
PROJECT  
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**DEMAND FOR JURY TRIAL**

Plaintiff hereby requests and demands a jury trial on all issues triable by jury.

DATED: July 1, 2012

## THE LAW OFFICES OF DEVIN H. FOK

By:

~~Devin H. Fok~~

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) JOHN DOE, individually and on behalf of the putative classes		<b>DEFENDANTS</b> Ryder System, Inc., a Florida corporation, and DOES 1-10 inclusive			
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  Devin H. Fok, Law Offices of Devin H. Fok, P.O. Box 7165, Alhambra, CA 91802-7165, 310-430-9933; Joshua E. Kim, A New Way Of Life Reentry Project, 958 E. 108th St., Los Angeles, CA 90059, 323-563-3575		<b>Attorneys (If Known)</b>			
<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)		<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.)			
<input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)		Citizen of This State <input type="checkbox"/> PTF <input type="checkbox"/> DEF <input type="checkbox"/> PTF <input type="checkbox"/> DEF Incorporated or Principal Place of Business in this State <input type="checkbox"/> 4 <input type="checkbox"/> 4			
<input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)		Citizen of Another State <input type="checkbox"/> 2 <input type="checkbox"/> 2 <input type="checkbox"/> PTF <input type="checkbox"/> DEF Incorporated and Principal Place of Business in Another State <input type="checkbox"/> 5 <input type="checkbox"/> 5			
		Citizen or Subject of a Foreign Country <input type="checkbox"/> 3 <input type="checkbox"/> 3 <input type="checkbox"/> PTF <input type="checkbox"/> DEF Foreign Nation <input type="checkbox"/> 6 <input type="checkbox"/> 6			
<b>IV. ORIGIN</b> (Place an X in one box only.)					
<input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge					
<b>V. REQUESTED IN COMPLAINT: JURY DEMAND:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check 'Yes' only if demanded in complaint.)					
CLASS ACTION under F.R.C.P. 23: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> MONEY DEMANDED IN COMPLAINT: \$ _____			
<b>VI. CAUSE OF ACTION</b> (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) Violations of the Fair Credit Reporting Act 15 U.S.C. 1681 et seq.					
<b>VII. NATURE OF SUIT</b> (Place an X in one box only.)					
OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 790 Other Labor Litigation	
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 800 PROPERTY RIGHTS	
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 820 Copyrights	
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 830 Patent	
<input type="checkbox"/> 850 Securities/Commodities/ Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 840 Trademark SOCIAL SECURITY	
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 861 HIA (1395ff)	
<input checked="" type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 862 Black Lung (923)	
<input type="checkbox"/> 891 Agricultural Act		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	
<input type="checkbox"/> 892 Economic Stabilization Act		<input type="checkbox"/> 420 Foreclosure	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 864 SSID Title XVI	
<input type="checkbox"/> 893 Environmental Matters		<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS	
<input type="checkbox"/> 894 Energy Allocation Act		<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
<input type="checkbox"/> 895 Freedom of Info. Act		<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice		<input type="checkbox"/> 290 All Other Real Property			
<input type="checkbox"/> 950 Constitutionality of State Statutes					

CV12-5737

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

(Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c is also present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Florida

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

**X. SIGNATURE OF ATTORNEY (OR PRO PER):** \_\_\_\_\_ Date 7/1/2012

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

**Key to Statistical codes relating to Social Security Cases:**

<b>Nature of Suit Code</b>	<b>Abbreviation</b>	<b>Substantive Statement of Cause of Action</b>
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

Name & Address: Joshua E. Kim (257260)  
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 958 E. 108th St., Los Angeles, CA 90059  
 Ph: 323-563-3573; Fax: 323-563-3445  
 for Plaintiff John Doe, individually and on behalf of  
 the putative classes

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

JOHN DOE, individually and on behalf of the putative classes,	PLAINTIFF(S)	CASE NUMBER
	v.	CV 12-5737 ~DSF(FFM)
RYDER SYSTEM, INC., a Florida corporation, and DOES 1-10 inclusive,	DEFENDANT(S).	SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint  amended complaint  counterclaim  cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Joshua E. Kim, whose address is 958 E. 108th Street, Los Angeles, CA 90059. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: JUL - 2 2012

By: MARILYN DAVIS

Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3).]